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COMMONWEALTH LAND TITLE INSURANCE COMPANY

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

WILMINGTON TRUST, NATIONAL ASSOCIATION,

Plaintiff,

vs.

Defendant

Case No.: 2:18-cv-02023-GMN-BNW

**STIPULATION AND PROPOSED
ORDER TO STAY CASE PENDING
APPEAL**

Plaintiff Wilmington Trust, National Association, not in its individual capacity but as Trustee of ARLP Securitization Trust, Series 2014-2 (“Bank”) and defendant Commonwealth Land Title Insurance Company (“Insurer”) (collectively, the “Parties”), by and through their undersigned counsel, stipulate and agree as follows, subject to the approval of the District Court:

WHEREAS, there are now currently pending in the United States District Court for the District of Nevada more than three dozen actions between national banks, on the one hand, and their title insurers, on the other hand (the “Actions”);

WHEREAS, each of the Actions involves a title insurance coverage dispute wherein the

1 national bank contends, and the title insurer disputes, that a title insurance claim involving an
2 HOA assessment lien and subsequent sale was covered by a policy of title insurance;

3 **WHEREAS**, in virtually all of these Actions, the title insurer underwrote an ALTA 1992
4 loan policy of title insurance with form 1 coverage, along with the CLTA 100/ALTA 9
5 Endorsement and either the CLTA 115.1/ALTA 4 Endorsement or the CLTA 115.2/ALTA 5
6 Endorsement (the “Form Policy”);

7 **WHEREAS**, each of the Actions implicates common questions of interpretation of the
8 Form Policy;

9 **WHEREAS**, the national bank in one of these actions has now appealed a judgment of
10 dismissal to the Ninth Circuit Court of Appeals, *Wells Fargo Bank, N.A. v. Fidelity National Title*
11 *Ins. Co.*, Ninth Cir. Case No. 19-17332 (District Court Case No. 3:19-cv-00241-MMD-WGC)
12 (the “*Wells Fargo II Appeal*”);

13 **WHEREAS**, the Parties anticipate that the Ninth Circuit Court of Appeals’ decision in the
14 *Wells Fargo II Appeal* will likely touch upon issues regarding the interpretation of the Form
15 Policy and the reasonableness of the insurer’s denial, that could potentially affect the disposition
16 of the other Actions, including the instant action;

17 **WHEREAS**, Insurer previously moved to stay the instant action pending the disposition
18 of the *Wells Fargo II Appeal* (the “Motion to Stay”);

19 **WHEREAS** both of the Parties intend that the instant Stipulation is to withdraw and
20 replace the previously filed Motion to Stay;

21 **WHEREAS** both of the Parties agree that it is appropriate and desirous to stay the instant
22 action pending the disposition of the *Wells Fargo II Appeal*, that a stay of the instant action will
23 not prejudice either of the Parties, and that a stay of the instant action will best serve the interests
24 of judicial economy (given the possibility that the Ninth Circuit Court of Appeals’ decision on the
25 *Wells Fargo II Appeal* might affect the disposition of this case);

26 **NOW THEREFORE**, the Parties, by and through their undersigned counsel, hereby
27 stipulate and agree as follows:

1. The instant action shall immediately be **STAYED**, pending the disposition of the

Wells Fargo II Appeal.

2. The scheduling order previously entered in this action is hereby **VACATED**.
 3. Each of the Parties shall be excused from responding to any now-outstanding discovery requests propounded by the other until after the stay is lifted.
 4. Any now-pending deadlines to file responses to, or replies in support of, any outstanding motions are hereby **VACATED**.
 5. By entering into this stipulation, neither of the Parties is waiving its right to subsequently move the Court for an order lifting the stay in this action.

Dated this 11th day of December 2019

EARLY SULLIVAN WRIGHT GIZER & McRAE LLP

/s/--Kevin S. Sinclair

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Attorneys for Defendant Commonwealth Land Title
Insurance Company

Dated this 11th day of December 2019

WRIGHT, FINLAY & ZAK, LLP

/s/--Lindsay D. Robbins

ORDER

| IT IS SO ORDERED.

IT IS FURTHER ORDERED that Plaintiff's Motion for Reconsideration, (ECF No. 39), and Defendant's Motion to Stay, (ECF No. 45), are DISMISSED as moot.

IT IS FURTHER ORDERED that the parties shall file a joint status report every ninety days, beginning on March 9, 2020, addressing the status of the *Wells Fargo II Appeal*.

Dated this 12 day of December, 2019.

Gloria M. Navarro, District Judge
UNITED STATES DISTRICT COURT

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